

## 1. Membership

1. These terms and conditions including the Agreement Details (and defined terms therein and herein) (**Agreement**) govern the relationship between the Salon (**Salon, us or we**) and the client (**you**) in relation to your Membership Program in respect of services provided to you by the Salon (**Services**). If the terms of this Agreement differ from anything you are told at the Salon or over the phone, the terms of this Agreement will apply, unless written confirmation is received from the Salon.
2. Subject to compliance with this Agreement and the availability of Services at the Salon, your membership permits you to use the Salon's services in accordance with the Membership Entitlements.
3. During the term of this Agreement, you may use any of the Salon's Services outside of your Membership Entitlements at a discount as outlined in Member Benefits.
4. By entering into this Agreement, you agree that:
  - (a) your use of the Membership Entitlements is subject to staff availability, Salon trading hours and the Salon's normal booking procedures;
  - (b) the Salon makes no warranty that any Salon Service or staff member will be available at any time and that the Salon's trading hours will not change;
  - (c) the Salon has the right to refuse a Service which will damage hair or skin or cause a reaction; and
  - (d) you must provide the Salon with any changes to your details which are relevant to your membership as soon as possible in writing.

## 2. Fair Play Policy

- 2.1. The fair play policy set out in Schedule 1 to this Agreement (**Fair Play Policy**) is provided as a guide to our expectations of your use of the Membership Package and Membership Entitlements.
- 2.2. By entering into this Agreement, you agree to abide by the Fair Play Policy.
- 2.3. We reserve the right to refuse an appointment or cancel your membership if we deem that you are not playing fairly or are abusing your unlimited services.

## 3. Cooling Off Period

You are entitled to a 3 day 'cooling-off' period after signing this Agreement, during which time you may terminate this Agreement. If you decide to terminate the Agreement during the cooling off period, the Salon will, within 14 days, return any payments made by you to it under this Agreement, less the cost of any Services provided to you from the date of signing this Agreement until the date of termination (this cost will be determined in accordance with the advertised price for non-members of the Salon in respect of that Service).

## 4. Payments

- 4.1. You agree to pay all Membership Fees in advance. Payments will commence on the Start Date and will continue on a monthly, fortnightly or weekly basis thereafter.
- 4.2. All payments due to the Salon under this Agreement will be collected through the Payment Provider (acting as the Salon's agent) in accordance with the terms of the Payment Provider's contract entered into between you and the Payment Provider.
- 4.3. By entering into this Agreement, you agree that you are also required to enter into a contract with the Payment Provider authorising the Payment Provider to debit the Membership Fees due for each direct debit period from your Billing Account.
- 4.4. You must:
  - (a) ensure your Billing Account can accept direct debits;
  - (b) ensure there are sufficient funds in your Billing Account to enable a payment to be processed; and
  - (c) within 48 hours of the expiry of your Billing Account or if you are closing or changing Billing Accounts, notify us of that change and provide us with an alternative Billing Account.
- 4.5. If a payment is declined, dishonoured, or otherwise cannot be processed (for example, due

to insufficient funds being available) (**Dishonoured Transaction**), you agree that:

- (a) the Payment Provider may charge a dishonoured transaction fee;
  - (b) you are responsible for any fees or charges incurred by you from your financial institution in relation to the Dishonoured Transaction; and
  - (c) the Salon may suspend your membership until such time that the Dishonoured Transaction can be processed.
- 4.6. The Salon reserves the right, at any time after the expiration of 6 months from the Start Date (so that the variation will not be effective until after the Initial Term), and with 30 days written notice to you, to vary the Membership Fees. The Salon agrees to use reasonable endeavours to provide you with written notice of the changes. At the end of the 30 day period, you authorise the Salon and/or the Payment Provider to debit the new amount from your Billing Account.
- 4.7. You acknowledge and agree that the Salon may change its Payment Provider and that the Salon and/or the current Payment Provider may, in their sole discretion, assign all existing payment agreements to a new payment provider.

## 5. Reschedule Policy

All cancellation or rescheduling of appointments must be notified to the Salon [24 hours] in advance of the scheduled appointment time.

## 6. Term and Termination of your membership

- 6.1. Your membership and this Agreement commences on the Start Date and, subject to clause 2, will continue for the Initial Term.
- 6.2. Unless you give us written notice of your intention to termination this Agreement no less than 2 months before the expiry date of the Initial Term, this Agreement automatically renew for 2 months every 2 months on expiry of the Initial Term.
- 6.3. You may terminate this Agreement with 60 days written notice to us.
- 6.4. If you terminate this Agreement before the expiry of the Initial Term, the following termination fees will be payable:
  - (a) within the first 3 months of the Start Date, 50% of the Membership Fee due to be paid for the remainder of the Initial Term; and
  - (b) from the date that is 3 months after the Start Date until the end of the Initial Term, 25% of the Membership Fee due to be paid for the remainder of the Initial Term, and you acknowledge that the above termination fees are a reasonable estimate of the Salon's costs, loss and damage resulting from early termination.
- 6.5. The Salon may cancel this Agreement:
  - (a) at any time on immediate written notice to you:
    - (i) if you fail to make payment of your Membership Fees, without prejudicing the Salon's rights to recover any overdue payments;
    - (ii) if you fail to comply with clause 5, in relation to rescheduling on more than 3 occasions; or
    - (iii) if you are otherwise in breach of this Agreement; or
  - (b) at any time, on 30 days written notice to you.
- 6.6. In the event that the Salon terminates your membership in accordance with clause 6.5(a), termination will be effective on the date that the Salon sends written notice to you. You are liable to pay all Membership Fees until that date.
- 6.7. Any money owing by you to the Salon when this Agreement ends will become immediately due and payable and you authorise the Salon to deduct the amount outstanding from any refund to which you may be eligible. If there is not sufficient amounts available in any refund to cover the amounts owing to the Salon, you must pay the balance of the amount owing immediately.
- 6.8. Termination or expiration of this Agreement shall be without prejudice to the rights of each party against the other in respect of anything done or omitted under this Agreement prior to such termination or expiration.

## 7. Suspension of Membership

- 7.1. You may suspend your membership provided that all amounts payable are up to date at time of suspension. This Agreement can be suspended for

up to 4 weeks per calendar year. All suspensions must be applied for in writing with a minimum of 7 days' notice.

- 7.2. If you wish to use the Salon's Services during the time period for which your membership is suspended, you will be required to pay the normal advertised price for non-members of the Salon in respect of the Services.

## 8. Transfer of Membership

- 8.1. Your membership is not transferable by you, nor able to be exchanged, resold or redeemed for cash.
- 8.2. Except to the extent permitted by law, memberships are not refundable.
- 8.3. [Your membership card must not be used by anyone other than you. If a Membership Card is lost or stolen, we reserve the right to charge you a fee of [\$5.00] to obtain a replacement Membership Card.]

## 9. Upgrade Membership

You may upgrade your membership to a membership package of greater value than your Membership Package immediately on written notice to us. If you upgrade your Membership Package, the new membership fees will apply from the date of upgrade and will commence from the next payment date. The first payment will be a pro-rated payment to reflect the correct membership fees payable since the upgrade date.

- 9.1. It is not possible to downgrade your membership.

## 10. General

- 10.1. The Salon may vary the terms of this Agreement at any time after the Initial Term in its discretion. If the Salon varies the terms of this Agreement, it will provide you with reasonable notice of such variations.
- 10.2. This agreement is governed by and construed in accordance with the laws of the and the parties irrevocably submit to the exclusive jurisdiction of the courts of or in that State.
- 10.3. No waiver by the Salon of any breach of this Agreement operates as a waiver of any other breach, and the doing and/or omission of any act, matter or thing whatsoever by the Salon, its employees or agents (which but for this clause ought or might amount to a waiver of the Salon's rights in respect of any such breach or default) does not operate as a waiver in any way of the Salon's rights and powers in respect of such breach or default.
- 10.4. The Salon may assign its rights under this Agreement at any time without your prior consent.
- 10.5. If a provision of this Agreement is invalid, illegal or unenforceable it will, to the extent that it is invalid, illegal or unenforceable, be treated as severed from this Agreement, without affecting the validity and enforceability of the remaining provisions.
- 10.6. This Agreement and any warranties implied by law which are not capable of being excluded or modified embody the whole agreement between the parties and, subject to the express terms contained in this Agreement, all previous negotiations, representations, warranties, arrangements and statements (if any), whether expressed or implied, including any collateral agreement or warranty, regarding the subject matter or the intentions of either of the parties are merged in this Agreement and otherwise are hereby excluded and cancelled. You acknowledge that you have not been induced to enter into this Agreement by any representation, advice or information given or made by or on behalf of the Salon.
- 10.7. To the extent permitted by law, should the Salon be liable for breach of a condition or warranty implied by Division 1, Part 3-2 of Schedule 2 (The Australian Consumer Law) of the Competition and Consumer Act 2010 (Cth) (other than a condition or warranty implied by section 51 of Schedule 2 our liability for the breach will be limited to one of the following as determined by us:
  - (a) the supplying of the services again; or
  - (b) the payment of the cost of having the services supplied again.

*Pay Today or Salon Pay*